

JA 6/13/07

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GRIEVANCE DECISION

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(OLR #051793, 051796-1803, UFT #M27119, M27109)

GRIEVANCE DEPARTMENT

Grievant: Ted Smith
Title: Teacher
Union: UFT
School or Office/District: The Museum School, Region 9
Article(s)/Agreement: 7M3 (Class Size Limitations – Exceptions)
 20 (Matters Not Covered)
 21 (Teacher Files)
Nature of Grievance: OLR case # 051793 involved the Union's claim that the grievant's gym classes regularly exceeded the contractually permitted maximum of 50. OLR cases # 051796-1803 involved eight letters that the Union claimed were inaccurate and unfair.
Date of Conference: June 16, 2005
Persons in Attendance: Ted Smith, Grievant
 Danny Acosta, UFT Representative
 Susan Mandel, Superintendent's Representative
 Lindley Uehling, Principal

The grievant or his representative stated that the following occurred and argued that the cited provisions of the Agreement were violated for the following reasons:
 In OLR #051793 the grievant, a licensed physical education teacher, complains that his gym classes regularly exceeded the contractually permitted maximum of 50 students. Further, he argues that the teacher the principal assigned to assist him in these classes was either unable or unwilling to be of any help. The Union argues that the letters dated December 20, 2004, January 18, 2005, January 19, 2005, January 20, 2005, January 25, 2005, February 2, 2005, February 7, 2005 and February 8, 2005 are all inaccurate and unfair. The grievant denied the allegations contained in each of those letters.

Administration stated that the following occurred and argued that the cited provisions of the Agreement were not violated for the following reasons:
 The principal stated that as soon as the grievant informed her that some of his gym classes included more than 50 students she assigned a second teacher to assist him for those classes. The principal affirmed the accuracy of each of the contested letters and stood on the record.

The undersigned concludes that the following happened and concludes that the cited provisions of the Agreement were not violated for the following reasons:
 And while the grievant denied the allegations contained in the contested letters, no proof was presented to support his denials. The Union failed to meet its burden of demonstrating that the grieved letters were either inaccurate or unfair.

Re: Ted Smith (OLR #051793, 051796-051803, UFT #M27119, M27109)

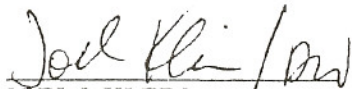
The Union did not show how Article 20 was violated, nor how a matter covered under explicit provisions of the Agreement, here, Articles 7 and 21, could be simultaneously construed as a "matter not covered" under Article 20. Finally, class size may not be grieved in this forum.

The grievances are denied.

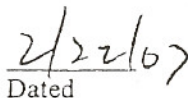
Heard by:

ALEX TARE
Chancellor's Representative

IT IS SO ORDERED:



JOEL I. KLEIN
CHANCELLOR


Dated

AT